

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

LIGADO NETWORKS LLC, *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 25-10006 (TMH)
)
) (Jointly Administered)
)
)
)

**DECLARATION OF DOUGLAS SMITH
IN SUPPORT OF DEBTORS' MOTION FOR AN ORDER (I) ENFORCING THE AST
ORDER AND MEDIATED AGREEMENT AND (II) GRANTING RELATED RELIEF**

Under 28 U.S.C. § 1746, I, Douglas Smith, declare as follows under penalty of perjury:

1. I am the Chief Executive Officer of Ligado Networks LLC ("Ligado" and, together with its affiliated debtors and debtors in possession, the "Debtors"). I have been employed in this and other capacities by the Debtors since 2010. Accordingly, I am familiar with the Debtors' business, financial affairs, and day-to-day operations.

2. I submit this declaration in support of the *Debtors' Motion for an Order (I) Enforcing the AST Order and Mediated Agreement and (II) Granting Related Relief* (the "Motion").²

3. I have previously submitted the Declaration of Douglas Smith, Chief Executive Officer of Ligado Networks LLC, in Support of Chapter 11 Petitions and First Day Pleadings [Docket No. 2] (the "First Day Declaration") containing information regarding, among other

¹ The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, as applicable, are: Ligado Networks LLC (3801); ATC Technologies, LLC (N/A); Ligado Networks (Canada) Inc. (N/A); Ligado Networks Build LLC (N/A); Ligado Networks Corp. (N/A); Ligado Networks Finance LLC (N/A); Ligado Networks Holdings (Canada) Inc. (N/A); Ligado Networks Inc. of Virginia (9725); Ligado Networks Subsidiary LLC (N/A); One Dot Six LLC (8763); and One Dot Six TVCC LLC (N/A). The Debtors' headquarters is located at: 10802 Parkridge Boulevard, Reston, Virginia 20191.

² Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Motion.

things, my background and experience, the Debtors' business and operations, and the events leading to the filing of the Debtors' chapter 11 cases. I confirm that the information (to the extent applicable) contained in the First Day Declaration remains true and correct to the best of my knowledge, information and belief, and hereby incorporate the First Day Declaration herein by reference.

4. Except as otherwise indicated, all facts set forth herein are based on my personal knowledge, my discussions with other members of the Debtors' senior management and the Debtors' advisors, and my review of the relevant documents. If called upon to testify, I would testify competently to the facts set forth in this Declaration.

5. The International Telecommunication Union ("ITU") has divided the globe into three Regions for information and communication technologies. Generally speaking, ITU Region 1 encompasses Europe, Africa and the Middle East west of the Persian Gulf and ITU Region 3 encompasses Asia east of and including Iran and most of Oceania.

6. To my knowledge, since the Inmarsat Cooperation Agreement was executed in 2007, Inmarsat has never taken the position that Ligado granted Inmarsat, as between the two parties, the exclusive right to operate in the L-Band Spectrum outside of ITU Region 2.

7. In 2016, Ligado engaged in business discussions with several third parties, including Viasat. At the time, Viasat and Inmarsat were separate companies and competitors. Ligado's discussions with these third parties, including Viasat, concerned the expansion of Ligado's telecommunications business in the L-Band in ITU Regions 1 and 3, specifically to support North American aviation customers seeking an EMEA (Europe/Middle East/Africa) coverage solution.

8. More specifically, in or around August 2016, in advance of a December 2016 Operator Review Meeting (“ORM”) that would include all relevant L-Band operators in ITU Regions 1 and 3 to finalize spectrum assignments, Ligado signed an agreement (the “Ligado-Avanti Agreement”) with Avanti Communications (“Avanti”), a satellite operator based in the United Kingdom. The agreement contemplated moving Ligado’s mobile satellite (“MSAT”) to an Avanti orbital slot to secure L-Band MSS spectrum for Ligado’s and Avanti’s collective use in L-Band ITU Regions 1 and 3.

9. In early September 2016, pursuant to the Ligado-Avanti Agreement, Avanti submitted notification of the Ligado-Avanti Agreement to all ORM participants for the Regions 1 and 3 L-Band coordination, including Inmarsat. In addition, around the same time, Ligado’s Chief Marketing and Strategy Officer, Scott Wiener, spoke with Inmarsat’s Chief Strategy Officer, Pat McDougal, to discuss Ligado’s rationale for collaborating with Avanti.

10. Following internal discussions at Inmarsat, McDougal informed Wiener that Inmarsat concluded that Inmarsat would be better positioned in terms of spectrum access in the December 2016 ORM without the Avanti-Ligado Agreement. McDougal inquired of Wiener whether Ligado’s commercial and financial commitments to Avanti were binding. Eventually, Inmarsat and Ligado agreed that Ligado would retreat from the Avanti collaboration if Inmarsat would assist Ligado in securing global roaming for North American aviation customers and with various Ligado regulatory matters.

11. Thereafter, Ligado sent written notice to Avanti requesting that Avanti withdraw all submissions to the Region 1 and 3 ORM. Ligado and Inmarsat also set a number of meetings to discuss Inmarsat’s efforts to address global roaming and regulatory issues for Ligado.

12. At no time, including during discussions of the Ligado-Avanti Agreement, did Inmarsat state that the Inmarsat Cooperation Agreement precluded Ligado from operating outside of ITU Region 2 or collaborating with Avanti for Region 1 and Region 3 L-Band spectrum coordination.

13. But recently, Inmarsat has taken a different position. On July 28, 2025, when the parties were negotiating language for inclusion from Section 3 of the Mediated Agreement in the Amended Inmarsat Cooperation Agreement, Inmarsat asserted that, between Ligado and Inmarsat, it had exclusive use of the L-Band Spectrum outside of North America, and as a result, AST is precluded from obtaining separate rights to operate in the L-Band outside of North America.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief. Executed on this 14th day of August, 2025.

By: /s/Douglas Smith
Name: Douglas Smith
Title: Chief Executive Officer
Ligado Networks LLC
10802 Parkridge Blvd
Reston, VA 20191